

1/14/04 FAX to Wm. 1107 Fairlawn
 Berman, Esq.
 6/21/1086 Cash Flow Summary *

Budget

1/27/98 1,000

2/24/99

1/26/99 2,000

6/19/00 100,65

Cash *

3,100,65

Starting debt -

NationBank 14,880 ±

Ending debt -

Franklin 64,000

Net increase 50,000

Burglary / Harass

(1707,62)

4,000

44,074.

840?

[22,701.66] 22,701.66]

(2,000)

46,57,24

2500,48?

225.?

640,?

49,234.

* w/o Rents (+), w/o Payment (-)

Feb 7 2004

S. Bigant - 1107 Larch Lane

1/19/98 P.M. K.

1/1 P.P. - \$20,000 Cash + Satisf. Disc w/
National Bank + atty's fees, etc,
Taxes, etcSeller will lease option prop. for
\$20,000 a mo. for 1 year Buyer
will help Seller to purchase property
at 100% financing.

Close by 1/28/98 - clear title

1/s/ John Malfini 1/s/ S. Bigant

1/16/98 Remittance Ltr. → Tri-State Mfg.

1/27/98 Settlement Statement [No position listed]1/21 P.P. - 36,154.98
Assumption - 14,885,
Cash 1,000; Note - Purchase - 19,000,
Buyer pays only 17,07.62

1/s/ S.B 1/B/ P. Bigelow IV

P. by Jack Malfini

atty's fees → .. 150⁰⁰ + 50⁰⁰ - 5
.. 205⁰⁰ → B
495⁰⁰1/27/98 P. Note - 19,000 - No int - 60 days aft. date
1/s/ Et John Malfini on payoff Mfg.
P Note 1/s/ P B IV PIF 1/s/ S. B

1/6/99 Release

19,000 Note : Bigelow \rightarrow Bryant
 transferred & to John Morfin
 Marked pd in full

Despite re~~the~~ (the) Note

Agreed : 1) Bigelow pays Bryant 2,000
 2) " releases Bryant 600 sent
 3) New lease
 4) Bryant releases Bigelow re
 a) Previous Tenancy
 b) Note

1/21/98 Settlement Statement (HAD-1)

2/24	56,000 loan ; Chevyot B+C \rightarrow Bigelow
	Pay off National Bank 10,208.67
	Cash to Bigelow 44,079.23 } $\frac{1}{2}$
	(+ another R 12 840.) } $\frac{1}{2}$
	15/ P.B, ^{Fee} 15/PB, 10 22,459.63

2/21/98 Ch # 2764 ; Bigelow \rightarrow John Morfin.

? for 22,701.66 - re~~the~~ Bigelow
 ?

2/1/99 Lend K - S. Bryant = Buyer, P. B = Seller
 PP = 61,000 + 9.2% @ 500^{2/2}/M from 1/1/99
 "Per attached schedule" - None attached
 15/ S. Bryant - Purchaser ; 15/PB - Seller

1/24/99 Lease Agreement

Bigelow → Bryant

1 yr - 1/1 - 12/31/99

7,200⁰⁰ - 250⁰⁰/2 wks

≡

(undated) Acknowledgment of Legal Reps.

re "purchase" of 1107 Madison

Mechanics rep. only Bigelow

less S. Bryant

≡

Vintage Title - Ky.

? 1/14/80 "Payoff Rec'd K" 3,892,57

6/9/00 HUD-1 Vintage Title

64,000 loan from Franklin / Only
to S. Bryant

Payoff Element 54,142.71

" Bigelow 4,657.21

Cash to Bryant 100.65

Fee to McKinley Mtg 2,500.48 +
225,
+ 640,

Lerner, Donald

From: Bill Blessing [BillBlessing@cinci.rr.com]
Sent: Friday, January 23, 2004 1:37 PM
To: Donald.Lerner@lsrlaw.com
Subject: Bryant v. Bigelow

Mr. Lerner,

The defendants have requested your availability for deposition next week on the morning of January 30, 2004. Would this day be suitable to you? Please advise.

Thank you,

Michele Heckle
Assistant to William H. Blessing

possibly ~
OK

CONTRACT TO PURCHASE

JAN 7 1998
Cincinnati, Ohio

1. The undersigned Purchaser hereby offers to purchase, the following described property to-wit, property located at:

1107 LADY AVE
CINCINNATI OHIO 452372. The purchase price is to be \$ SEE BELOW payable as follows:

\$ 0 as earnest money to apply toward purchase price.

#20,000.00 CASH TO SELLER, BUYER WILL SATISFY LIEN WITH NATIONS BANK MORTGAGE CORP. PLUS BUYER WILL PAY ATTORNEY'S FEES, COURT COST, TAXES, ETC. SELLER WILL LEASE OPTION PROPERTY FOR \$300.00 A MONTH FOR ONE YEAR. BUYER WILL HELP SELLER TO PURCHASE PROPERTY AT 100% FINANCING.

3. The above described real estate shall include all land and appurtenant rights; also all electrical; plumbing, heating and air conditioning equipment, including window units, bathroom fixtures; shades, venetian blinds; awnings; curtain rods; window/door screens, storm windows/doors; landscaping and shrubbery; wall-to-wall/stair carpeting; built-in kitchen appliances; attached radios and/or television aerials; all affixed/built-in furniture fixtures; and utility/storage buildings or sheds; except:

NONE4. The following personal property shall be included in the sale: NONENONE

5. Title to the above described real estate is to be conveyed by Warranty Deed with release of dower, on or before

JAN 28 1998; said title to be free, clear, and unencumbered, free of building orders, subject to zoning regulations of record, and except assessments, easements and restrictions of record, and EXCEPT

NONE6. Seller certifies to Purchaser that: there is no termite damage to the real estate or active infestation; electrical, plumbing, heating, air conditioning equipment and systems, fireplaces, chimneys and other items included herein will be operational on possession except NONE. Seller agrees that at the time of transfer of title, the above described real estate, and all items thereof, will be in the same condition as on the date of this offer, reasonable wear and tear excepted.

7. The following items shall be prorated between seller and purchaser as of closing: real estate taxes, assessment installments of record, rents, operating expenses and interest on encumbrances. Security and/or damage deposits held by Seller will be transferred to Purchaser at closing without proration.

8. Seller will maintain, until closing, hazard insurance in the amount of the above stated purchase price. If any building or other improvements are damaged or destroyed prior to closing, purchaser shall have the option to receive the proceeds of any insurance payable or to cancel this agreement and be refunded all consideration therefore paid.

9. Possession shall be given on or before DAY OF CLOSING, subject to tenant's rights. Any lease or tenant agreement will be supplied to Purchaser prior to closing.10. This agreement is subject to the arranging of financing within 0 banking days, at any terms acceptable to Purchaser. Seller held mortgages, if any, shall be subordinate and inferior to any new, additional, or refinancing of existing mortgages. Purchaser's liabilities are limited to the securing property itself and shall not extend beyond. Financing will, at Purchaser's option, additionally or entirely be secured by subject or other similar real property.

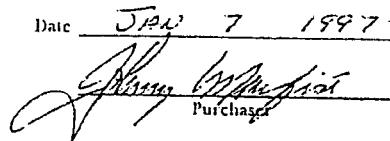
11. This contract is contingent on an inspection of the above real estate by Purchaser, which is satisfactory without limitations to said Purchaser.

12. This agreement survives closing and pertinent language contained herein becomes part of any deeds, notes, mortgages, and documents pertinent to this transaction and shall take precedence in the event of any conflicting provisions of terms.

13. This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representation or agreements have been made or relied upon.

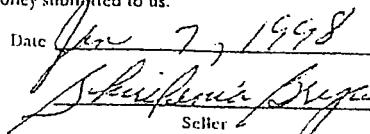
14. This offer, when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns.

15. Offer void if not accepted by

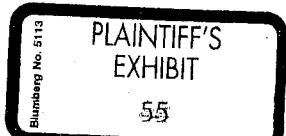
Date JAN 7 1998


Purchaser

I/We as Seller/s accept the above offer and earnest money submitted to us.

Date JAN 7, 1998

 Seller

Seller



CARLISLE, MCNELLIE & RINI CO., L.P.A.
ATTORNEYS AT LAW

GERALD K. CARLISLE
 RICHARD L. MCNELLIE
 WILLIAM T. RINI

HERBERT J. KRAMER
 PHYLLIS A. ULRICH
 JAMES L. SASSANO

25200 CHAGRIN BOULEVARD
 SUITE 240
 CLEVELAND, OHIO 44122-5681

216-360-7200
 (TELEFAX #216-360-7210)
 January 16, 1998

IN COLUMBUS, OHIO
 RICHARD A. UTZ
 155 WEST MAIN STREET
 COLUMBUS, OHIO 43215
 (614) 464-2704

Attention: Amy Clements
 Tri-State Mortgage Assistance
 Fax: 513-321-4792

RE: NationsBanc Mortgage Corporation
 vs. Charles Worthy, et al.,
 Our File No.: 97-0767
 Loan No.: 1085878336

Dear Ms. Clements:

Please be advised that the total amount now necessary to reinstate the above captioned mortgage loan, the subject of the above-referenced foreclosure action, is \$5,867.56 which sum includes the monthly installment due January 1, 1998. A breakdown of that amount is as follows:

Total Payment Amount	\$3,084.66
Accrued Late Charge	\$52.32
Late Charge Forecasted	\$6.54
Bad Check	\$21.54
Other Fees	\$21.50
Inspections	\$75.00
Foreclosure Fees and Costs	<u>\$2,606.00</u>
 TOTAL:	 <u>\$5,867.56</u>

Please be advised that in order to reinstate the above loan, the sum of \$5,867.56 must be received by January 30, 1998, tendered in the form of a certified check, cashiers check or money order. A Personal Check will not be accepted. Please make check payable to NationsBanc Mortgage Corporation and forward same to our office at the address listed above.

Please be advised that this office is collecting a debt and any information obtained will be used for that purpose.

Very truly yours,

CARLISLE, MCNELLIE & RINI

Herbert J. Kramer

HJK/tak

PLAINTIFF'S
EXHIBIT

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BRYANT -57

SETTLEMENT STATEMENT1107 LAIDLAW AVENUE
CINCINNATI, OHIO 45237

January 27, 1998

SELLER(S)

Sales Price	\$ 36,154.98
Deductions	
- Principal balance of Mortgage Assumed (Purchaser)	(\$ 14,884.88)
- Real estate tax proration (1/1/97- 1/27/98) - Purchaser(s)	(871.98)
- Attorney Fees (Estate of Johnie Worthy) - John R. Meckstroth, Jr.	(150.00)
- Filing and Recording Costs (Estate of Johnie Worthy) - Probate Court, Auditor and Recorder	(25.00)
- Estate Tax (Estate of Johnie Worthy) - Hamilton County Treasurer	(83.12)
- Principal of Promissory Note - Purchaser(s)	(19,000.00)
- Transfer tax - Hamilton County Auditor	(90.00)
- Deed Preparation - John R. Meckstroth, Jr.	(50.00)
Total Deductions	(\$ 35,154.98)

Balance Due to Seller(s)	\$ 1,000.00
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PURCHASER(S)

Purchase Price	\$ 36,154.98
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Deductions and Credits

- Principal Balance of Mortgage Assumed - Seller(s)	(\$ 14,884.88)
- Principal of Promissory Note - Seller(s)	(19,000.00)
- Real Estate Tax Proration - (1/1/97 - 1/27/98) - Seller(s)	(871.98)
Total Deductions	(\$ 34,756.86)

Charges and Expenses

- Attorney Fees - John R. Meckstroth, Jr.	\$ 295.00
- Recording Costs (deed) - Hamilton County Recorder	14.50
Total Charges and Expenses	\$ 309.50

Balance Due from Purchaser(s)	\$ 1,707.62
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PLAINTIFF'S
EXHIBIT

67

Bloomberg No. 6113

B -0048

SETTLEMENT STATEMENT
Page 2

SUBSTITUTE FORM 1099 SELLER STATEMENT

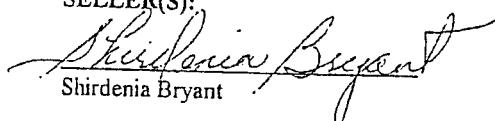
The information contained on Page 1 of this Closing Statement is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

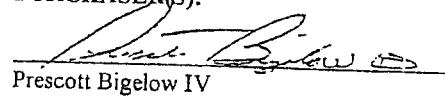
If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

The undersigned acknowledge receipt of a copy of this Closing Statement and agree to the correctness thereof.

SELLER(S):


Shirdenia Bryant

PURCHASER(S):


Prescott Bigelow IV

Prepared by:

John R. Meckstroth, Jr.
Attorney at Law
22 West Ninth Street
Cincinnati, Ohio 45202
3646 Glenmore Avenue
Cincinnati, Ohio 45211
(513) 721-8808

JOHN R. MECKSTROTH, JR.

ATTORNEY AT LAW
TRUST ACCOUNT

14368

13-31/420

January 21

98

Shirdenia Bryant

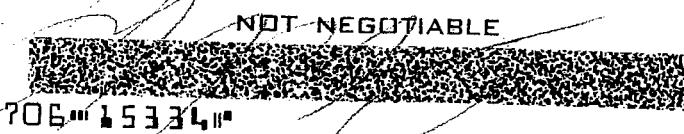
1,000.00

One Thousand and 00/100

 Fifth Third Bank
COURT & MAIN BANKING CENTER
916 MAIN ST.
CINCINNATI, OH 45202

RE: Seller's Proceeds - 1107 Laidlaw Ave.

-#014368# 1042000314#



BRYANT -47

JOHN R. MECKSTROTH, JR.
ATTORNEY AT LAW
TRUST ACCOUNT

14369

13-31/420

January 27

98

John R. Meckstroth, Jr.

495.00

Four Hundred Ninety-Five and 00/100-----



Fifth Third Bank
COURT & MAIN BANKING CENTER
918 MAIN ST.
CINCINNATI, OH 45202

NOT NEGOTIABLE

Fee - Bigelow

"014369" 10420003140

706-153340

JOHN R. MECKSTROTH, JR.
ATTORNEY AT LAW
TRUST ACCOUNT

14370

13-31/420

January 27

98

John R. Meckstroth, Jr.

129.50

One Hundred Twenty-Nine and 50/100-----



Fifth Third Bank
COURT & MAIN BANKING CENTER
918 MAIN ST.
CINCINNATI, OH 45202

NOT NEGOTIABLE

Exchange - Bigelow

"014370" 10420003140

706-153340

JOHN R. MECKSTROTH, JR.
ATTORNEY AT LAW
TRUST ACCOUNT

14371

13-31/420

January 27

98

Hamilton County Treasurer

83.12

Eighty-Three and 123100-----



Fifth Third Bank
COURT & MAIN BANKING CENTER
918 MAIN ST.
CINCINNATI, OH 45202

NOT NEGOTIABLE

Estate of Johnie Worthy - Estate Taxes

"014371" 10420003140

706-153340

PLAINTIFF'S
EXHIBIT

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BRYANT -48

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to Shirdenia Bryant the principal amount of Nineteen Thousand and 00/100 (\$19,000.00) Dollars without interest. Said amount shall be due and payable within sixty (60) days of the date of this note or when the borrower has paid the amount due under a note and mortgage to Nationsbanc Mortgage Corporation for the property located at 1107 Laidlaw Avenue, Cincinnati, Ohio 45237, whichever date occurs first.

Signed this 27th day of January 1998.


John Marfisi

PLAINTIFF'S
EXHIBIT

Bloomberg No. 5113

74

B -0052

RELEASE

This agreement dated this 27/1 day of January, 1999 by and between Prescott Bigelow, IV, hereinafter referred to as Bigelow and Shirdenia Bryant, hereinafter referred to as Bryant.

WHEREAS Bigelow previously purchased from Bryant the property commonly known as 1107 Laidlaw Avenue, Cincinnati, Ohio. In connection with that transaction Bigelow signed a promissory note to Bryant for the payment of Nineteen Thousand and 00/100 (\$19,000.00) Dollars.

WHEREAS Bigelow's responsibility under said promissory note has been previously transferred to John Marfisi and the original promissory note was marked paid in full.

WHEREAS Bryant has previously rented the before-described property from Bigelow and a dispute remains unresolved in regards to her tenancy and his liability under the promissory note.

Now Therefore, it is agreed by and between the parties as follows:

1. Bigelow shall pay to Bryant the sum of Two Thousand and 00/100 (\$2,000.00) Dollars.
2. Bigelow shall release Bryant of the responsibility to pay the amount of Six Hundred and 00/100 (\$600.00) Dollars which remains due for the period prior to December 31, 1998 as rent for the before-described property.
3. The parties agree to enter into a lease agreement for the property as set forth in an agreement executed at the same time as this release.
4. Bryant agrees to release Bigelow of any further obligation of whatsoever nature in regards to her previous tenancy and the promissory note dated January 27, 1998.

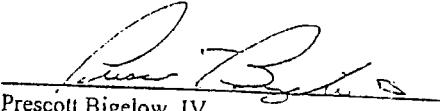
Bloomberg No. 5113

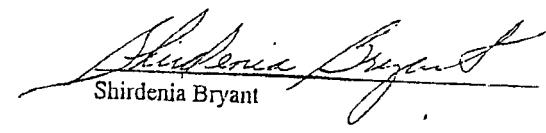
PLAINTIFF'S
EXHIBIT

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B-0044

Signed on the date first named above.


Prescott Bigelow, IV


Shirdenia Bryant

13-1-083
420
008095119

2764

BIGELOW PROPERTIES
4825 EASTERN AVE.
CINCINNATI, OH 45208

DATE 3/34/98

PAY TO THE ORDER OF John MarFisi \$ 22,701.66

Twenty two thousand Seven hundred one dollars and 66/100 DOLLARS

STAR BANK, N.A.

MEMO Lei's Law John Bigelow

104200001312764 008095619

Consulting



the
CHEVIOT
Building and Loan Company

Telephone (513) 661-0457

Date: 03-04-98

3723 Glenmore Avenue, Cheviot, Ohio 45211

PRESCOTT BIGELOW, IV.
VICTORIA M BIGELOW
6800 MADDUX LN
CINCINNATI OH 45230-2405

Dear Applicant(s):

We wish to advise you that on 03/03/98 the Board of Directors of this Company authorized a commitment for a first mortgage loan as follows:

Amount: \$56000.00

Location of Property: 1107 LAIDLAW AVE
CINCINNATI, OH 45237-5015

Interest Rate and Premium: 10.000%

Amortization: 240 Months

Monthly Payment: \$540.42

Expiration of commitment: 04/03/98

Scheduled closing date: 03/24/98 @ 10:00 A.M.
(PLEASE CALL TO CONFIRM.)

Due date of first monthly payment: 04/01/98

All such commitments are subject to a favorable report of title examination by the Company's Attorneys and are also subject to a Land Survey.

Evidence of Fire and Extended Coverage **MUST** be presented **PRIOR** to **THE CLOSING** in an amount at least equal to the mortgage loan or 100% of the replacement value of the building, whichever is greater. Cheviot Building and Loan must be named as first mortgagee. Policy **MUST** be received or faxed to 389-3312 prior to closing. CLOSING WILL BE CANCELLED IF POLICY IS NOT RECEIVED BEFORE CLOSING.

All applicants must be at the closing.

PLAINTIFF'S
EXHIBIT

Bloomberg No. 5113

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B -0060

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input checked="" type="checkbox"/> CONV. UNINS
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER:		7. LOAN NUMBER:
110102360		M-12193
8. MORTGAGE INS CASE NO.:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: PRESCOTT BIGELOW, IV. TRUSTEE,
ADDRESS OF BORROWER: 6800 MADDUX LN
PRESCOTT BIGELOW, IV.

E. NAME OF SELLER: CINCINNATI, OH 45230-2405
ADDRESS OF SELLER:

F. NAME OF LENDER: THE CHEVIOT BUILDING AND LOAN COMPANY
ADDRESS OF LENDER: 3723 GLENMORE AVENUE
CINCINNATI, OH 45211

G. PROPERTY LOCATION: 1107 LAIDLAW AVE
CINCINNATI, OH 45237-5015

H. SETTLEMENT AGENT: JOHN C ECKERT
PLACE OF SETTLEMENT: 3723 GLENMORE AVENUE
CINCINNATI, OH 45211

I. SETTLEMENT DATE: 03/24/98

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (from line 1400)	1701.33
104. PAYOFF NATIONSBANC	
105. Delivery Charge	10,208.67
ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:	
106. City/town taxes	to
107. County taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	

120. GROSS AMOUNT DUE FROM BORROWER:

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money

202. Principal amount of new loan(s)

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

210. City/town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

218.

219.

220. TOTAL PAID BY/FOR
BORROWER:

300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross amount due from borrower (line 120)

302. Less amount paid by/for borrower (line 220)

303. CASH FROM TO BORROWER:

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract sales price

402. Personal property

403.

404.

405.

ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:

406. City/town taxes

407. County taxes

408. Assessments

409.

410.

411.

412.

420. GROSS AMOUNT DUE TO SELLER:

500. REDUCTION IN AMOUNT DUE TO SELLER:

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.

507.

508.

509.

ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:

510. City/town taxes

511. County taxes

512. Assessments

513.

514.

515.

516.

517.

518.

519.

520. TOTAL REDUCTIONS IN
AMOUNT DUE SELLER:

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross amount due to seller (line 420)

602. Less total reductions in amount due seller (line 520)

Blumberg No. 5113

PLAINTIFF'S
EXHIBIT

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B-0069

Substitute 1099-S: This form may be used as the written statement to the Transactor. This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. See Substitute 1099-S Information Sheet.

BASED ON PRICE DIVISION OF COMMISSION (LINE 700) AS FOLLOWS:			BORROWER'S FUNDS AT SETTLEMENT	SELLER'S FUNDS AT SETTLEMENT
701. \$ 10				
702. \$ 10				
703. Commission paid at settlement				
704.				
800: ITEMS PAYABLE IN CONNECTION WITH LOAN:				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal Fee to:		Mathias Real Estate	840.00	
804. Credit Report to:		CSC CREDIT SERVICES	200.00	
805. Lender's Inspection fee:			25.00	
806. Mortgage insurance application fee to				
807. Assumption fee				
808. AP FEE				
809. FLOOD FEE to FIDELITY NAT'L			19.00	
810. FLOOD LIFE to FIDELITY NAT'L			6.00	
811.				
812.				
813.				
814.				
815.				
900: ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:				
901. Interest from 03/24/98 to 03/31/98	mo. to	0\$ 15.5550 /day	93.33	
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance Premium for	yrs. to			
905.				
1000: RESERVES DEPOSITED WITH LENDER:				
1001. Hazard Insurance	months @ \$	per month		
1002. Mortgage Insurance	months @ \$	per month		
1003. City property taxes	months @ \$	per month		
1004. County property taxes	months @ \$	per month		
1005. Annual assessments	months @ \$	per month		
1006. Flood Insurance	months @ \$	per month		
1007.	months @ \$	per month		
1008.	months @ \$	per month		
1100: TITLE CHARGES:				
1101. Settlement or closing fee to				
1102. Abstract or title search to				
1103. Title examination to				
1104. Title insurance binder to				
1105. Document preparation to				
1106. Notary fees to				
1107. Attorney's fees to		ECKERT, ECKERT & ECKERT	380.00	
(Includes above items Numbers:		1101, 1103, 1105		
1108. Title insurance to				
(Includes above items Numbers:				
1109. Lender's coverage \$				
1110. Owner's coverage \$				
1111. LEGAL REVIEW FEE				
1112.				
1113.				
1200: GOVERNMENT RECORDING AND TRANSFER CHARGES:				
1201. Recording fees: Deed \$; Mortgage \$	18.00 ; Releases \$	18.00	
1202. City/county tax/stamps: Deed \$; Mortgage \$			
1203. State tax/stamps Deed \$; Mortgage \$			
1204.				
1205.				
1300: ADDITIONAL SETTLEMENT CHARGES:				
1301. Survey to HEYL SURVEYORS			120.00	
1302. Pest inspection to				
1303.				
1304.				
1305.				
1306.				
1307.				
1400. TOTAL SETTLEMENT CHARGES (Enter on line 103, Section J and line 502, Section K)				
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.				
Borrowers	<u>John C. Eckert</u>	Sellers		
	<u>John C. Eckert</u>			
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.				
Settlement Agent	<u>John C. Eckert</u>	Date	3-24-98	
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.				
ITEM 1582.0 (9511) GREATLAND ■ To Order Call 1-800-330-9393 Fax 616-791-1131				

B-0070

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to Shirdenia Bryant the principal amount of Nineteen Thousand and 00/100 (\$19,000.00) Dollars without interest. Said amount shall be due and payable within sixty (60) days of the date of this note or when the borrower has paid the amount due under a note and mortgage to Nationsbanc Mortgage Corporation for the property located at 1107 Laidlaw Avenue, Cincinnati, Ohio 45237, whichever date occurs first.

Signed this 27th day of January 1998.


Prescott Bigelow, IV

PAID IN FULL

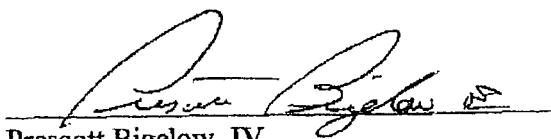

Shirdenia Bryant



PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to Shirdenia Bryant the principal amount of Nineteen Thousand and 00/100 (\$19,000.00) Dollars without interest. Said amount shall be due and payable within sixty (60) days of the date of this note or when the borrower has paid the amount due under a note and mortgage to Nationsbanc Mortgage Corporation for the property located at 1107 Laidlaw Avenue, Cincinnati, Ohio 45237, whichever date occurs first.

Signed this 27th day of January 1998.


Prescott Bigelow, IV

PAID IN FULL




BRYANT -31

4001

11/11/98 14:47 5113 321 4792

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MECKSTROTH JOHN